

William J. Honan
Michael J. Frevola
Francesca Morris
HOLLAND & KNIGHT LLP
195 Broadway
New York, New York 10007-3189
(212) 513-3200
E-mail: william.honan@hklaw.com
michael.frevola@hklaw.com
francesca.morris@hklaw.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
STOLTHAVEN HOUSTON, INC.,	:	08 Civ. 4327 (RPP)
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
RACHEL B, its engines, tackle apparel, etc., <i>in rem</i> ,	:	AFFIDAVIT OF
and HILTVEIT ASSOCIATES, INC. and	:	WILLIAM J. HONAN IN
ZAREPTA CHEMICAL KS, <i>in personam</i> ,	:	SUPPORT OF ZAREPTA'S
	:	MOTION FOR
Defendants.	:	DETERMINATION
	:	OF AMOUNT OF
	:	ATTORNEYS'
	:	FEES AND COSTS
-----X		

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

William J. Honan, being duly sworn, deposes and says:

1. I am a member of the firm of Holland & Knight LLP, attorneys for Defendant Zarepta Chemical KS ("Defendant" or "Zarepta"), and I am duly admitted to practice before the United States District Court for the Southern District of New York.

2. I am submitting this affidavit in support of Zarepta's motion for attorneys' fees incurred in connection with Zarepta's motion to vacate the attachment obtained by Plaintiff Stolthaven Houston Inc. ("Plaintiff" or "Stolthaven").

3. I am fully familiar with the facts of this dispute, and as to the conduct of the litigation to date. I am the lead attorney for Zarepta in this litigation and my statements are based on personal knowledge.

4. This Affidavit is offered in support of Zarepta's Application for Attorneys' fees which Zarepta seeks pursuant to this Court's Opinion and Order dated July 18, 2008 in which this Court ordered, at 12:

Since Plaintiff fails to sustain a valid *prima facie* case against Zarepta, the attachment of Zarepta's assets in the amount of \$318,310.17 must be vacated. Additionally, Zarepta is entitled to an award of attorneys' fees in view of Plaintiff's refusal to release the attached funds after being advised by Zarepta's counsel of the bareboat charter's existence.

5. Plaintiff commenced this action by Verified Complaint dated May 7, 2008. (Docket entry No. 1). In the Complaint, Plaintiff sought a Rule B attachment of Zarepta's assets which the Court granted issuing an Order directing the Clerk to Issue Supplemental Process of Maritime Attachment and Garnishment, dated May 7, 2008, in the amount of \$318,310.17. (Docket entry No. 3).

6. Following the attachment of Zarepta's funds, on June 5, 2008, I wrote to Plaintiff's counsel, Don P. Murnane of Freehill, Hogan & Mahar LLP. A true and correct copy of my June 5, 2008 letter was submitted to the Court in support of the Motion to Vacate.

7. In the June 5th letter I explained that Zarepta, as owner, had entered into a bareboat charter for the vessel MV Rachel B (the "Vessel"), dated May 25, 2004 (the "Bareboat Charter"). The bareboat charterer, pursuant to the bareboat charter, is Norfolk LP believed to have a place of business at 150 Motor Parkway, Hauppauge, NY 11788 ("Norfolk") through

Norfolk's apparent general partner, Hiltveit Associates Inc. ("Hiltveit"). A copy of the bareboat charter was submitted to the Court in support of the Motion to Vacate. A copy of the bareboat charter was provided to Mr. Murnane with the June 5 Letter.

8. In addition, attached to the June 5th Letter was a copy of the instructions for payment to BTMU Capital Corporation by Zarepta in the amount of \$491,138.69. Of these funds, according to Mr. Werring, Zerepta's Chairman, the amount of \$318,310.17 had been attached. Mr. Werring submitted a declaration to the Court in support of the Motion to Vacate.

9. Based on the documents provided with the June 5th Letter, I requested that the attached funds be released.

10. By email on June 9, 2008, Plaintiff declined to release the funds. A true and correct copy of Mr. Murnane's June 9, 2008 was submitted to the Court in support of the Motion to Vacate.

11. The attached funds have now been released in accordance with this Court's July 18, 2008 Order.

12. According to this Court's Order of July 18, 2008, Plaintiff should have released the attachment when its counsel received the June 5 Letter. Plaintiff's refusal to release the attachment necessitated the Motion to Vacate which was made by Order to Show Cause on June 11, 2008.

13. This Court ordered that the Order to Show Cause and supporting papers should be served on Plaintiff's counsel by noon on June 12, 2008; that Plaintiff should serve response papers on or before June 13, 2008 at 5 p.m.; that Zarepta should serve reply papers on or before June 16, 2008 at 10 a.m.; and that counsel should appear for a hearing on June 16, 2008 at 2 p.m. The parties followed that briefing schedule and the hearing was held on June 16, 2008 at 2 p.m.

14. Following oral argument on June 17, 2008, I submitted to the Court copies of the Technical Management Agreement and the General Management Agreement and a blank copy of the BIMCO Standard Bareboat Charter "BARECON 89". These documents had been discussed at the hearing.

15. On Friday June 20, 2008, Plaintiff served a Sur-reply Memorandum of Law and Declaration. As this filing had not been authorized, we wrote to the Court later that day opposing the Sur-reply or in the alternative seeking leave to reply to it.

16. On June 23, 2008, the Court endorsed our June 20 letter to the Court and set June 30, 2008 as the deadline for Zarepta to submit a sur-reply. (See Docket No. 20). On behalf of Zarepta, we served and filed a sur-reply in accordance with this Court's order.

17. From June 9, 2008, the date that Plaintiff informed Zarepta that it would not release Zarepta's funds as requested in Zarepta's June 5 letter through July 1, 2008, the date Zarepta submitted its sur-reply brief, Holland & Knight incurred \$61,902.50 in legal fees and \$2,793.70 in disbursements on behalf of Zarepta in relation to the Motion to Vacate the Attachment. The attorneys' fees are comprised of 165.1 hours billed by H&K while working on Zarepta's Motion to Vacate during this time.

18. As part of the billing arrangement and due to the volume of work with Zarepta's insurer, Nordisk Skibsrederforening ("Nordisk"), the firm gives Nordisk 10% discount off its normal rates. The amounts sought from Stolthaven are at this 10% discounted rate by which \$55,712.25 in legal fees and \$2,514.33 in disbursements is expected to be billed to Nordisk and Zarepta for the work performed on the Motion to Vacate the Attachment. Our firm's statement for services rendered and for disbursements is attached hereto as Exhibit A. This statement includes contemporaneous time records for the work performed by attorneys and legal staff and

costs. The statement is submitted herewith in accordance with the Court's Order of July 18, 2008.

19. Certain entries have been redacted to remove attorney work product and attorney-client privilege communications that would be disclosed if the time entries were read in unredacted form. By submitting such statements, Zarepta and we do not intend to waive any privileges, including without limitation, the attorney client privilege and attorney work product privilege, and we reserve all rights with respect to such privileges.

20. The legal fees billed to Zarepta and claimed herein were for services rendered in preparing and prosecuting the Motion to Vacate the Attachment. The disbursements billed to Zarepta were for costs incurred in connection with the Motion.

21. I was the supervising attorney for all work on this matter. I am a member of the firm and was admitted to practice in the Courts of the State of New York in 1970. I am a member in good standing of the New York State Bar, and of the bars of the Southern and Eastern Districts of New York. I have not been the subject of disciplinary action by any court or bar. My regular hourly billing rate during the period of this motion practice was five hundred and fifty dollars per hour (\$550). I have handled numerous charter party disputes involving both bareboat and time charters. The existence of a valid bareboat charter for the Vessel was contested by Stolthaven and was the pivotal issue to the case. My firm biography and a list of representative engagements are attached hereto as Exhibit B.

22. I was assisted primarily in this litigation by an another Partner of the firm, Francesca Morris. Ms. Morris was admitted to practice in the Courts of the State of New York in October 1999. She is a member in good standing in the New York State Bar and in the bars of the Southern and Eastern Districts of New York. Ms. Morris has not been the subject of

disciplinary action by any court or bar. During the period of her work on this matter, Ms. Morris' regular hourly billing rate was three hundred and ninety five dollars per hour (\$395). Ms. Morris has handled numerous contract disputes, including charter party disputes, in both maritime and non-maritime matters, and is an experienced litigator in the Rule B context. Ms. Morris' firm biography is attached hereto as Exhibit C.

23. Another Partner of the firm, Michael J. Frevola, also assisted in preparing the Motion. Mr. Frevola was admitted to practice in the Courts of the State of New York in January 1996. He is a member in good standing of the New York State Bar and of the Bars of the Southern and Eastern Districts of New York. Mr. Frevola has not been the subject of disciplinary action by any court or bar. Mr. Frevola's regular hourly billing rate when he worked on this matter was four hundred and sixty dollars per hour (\$460). Mr. Frevola has handled numerous charter party disputes and numerous litigations involving Rule B attachments. Mr. Frevola's firm biography and a list of representative engagements are attached hereto as Exhibit D.

24. In addition, an associate Lissa Schaupp, assisted in the preparation of the Motion. Ms. Schaupp was admitted to practice in the Courts of the State of New York in June 2006. She is a member in good standing in the Courts of the State of New York and in the Southern and Eastern Districts of New York. Ms. Schaupp has not been the subject of any disciplinary action by and Court or Bar. During the period of her work on this matter Ms. Schaupp's regular hourly billing rate was two hundred and thirty five dollars per hour (\$235). Ms. Schaupp has worked at the firm on maritime matters since May 2004 when she was a summer associate. Ms. Schaupp's firm biography is attached hereto as Exhibit E.

25. Certain legal staff also assisted in this matter. Wallis Karpf is a legal assistant at the firm who assisted in preparing the papers for service and filing. Ms. Karpf's regular hourly billing rate when she worked on this matter was one hundred and ninety dollars per hour (\$190). Ms. Karpf has worked as a paralegal for 10 years and has been with the firm since June 2000.

26. Peter Falisi is a legal assistant at the firm who also assisted in preparing the papers for service and filing. Mr. Falisi's regular hourly billing rate when he worked on this matter was one hundred and eighty dollars per hour (\$180). Mr. Falisi has worked at the firm as a paralegal since March 1990.

27. Jerome Wills works with the Managing Attorney's Office and was responsible for service of the Motion and related papers and obtaining from and delivering documents to the courthouse. Mr. Wills' regular hourly billing rate when he worked on this matter was one hundred and ten dollars per hour (\$110). Mr. Wills has worked at the firm as a managing attorney since May 1998.

28. Rudy Green also works with the Managing Attorney's Office and was responsible for filing the order to show cause and receiving by hand service of Stolthaven's sur-reply. Mr. Green's regular hourly billing rate when he worked on this matter was one hundred and ninety five dollars per hour (\$195). Mr. Green has worked at the firm as a managing attorney since January 1987.

29. Elvin Ramos is the firm's Managing Attorney and was responsible for e-filing motion papers. Mr. Ramos's regular hourly billing rate when he worked on this matter was two hundred and fifteen dollars per hour (\$215). Mr. Ramos has worked at the firm as a managing attorney since June 1981.

30. The Motion to Vacate was briefed on an accelerated schedule. Due to that accelerated schedule the attorneys' and staff involved in the case had, at times, other matters to tend to which lead to a larger number of attorneys and staff working on the case in order to meet the Court's deadlines.

31. The briefing schedule for Zarepta's Motion to Vacate also was protracted due to the additional unauthorized briefing of Plaintiff made in response to Zarepta's Motion to Vacate. As discussed above, Plaintiff submitted a sur-reply brief and declaration without this Court's authorization. Plaintiff's unauthorized sur-reply necessitated a response by Zarepta, first in the form of a letter to this Court, and then in the form of a sur-reply brief to respond to the additional arguments raised by Plaintiff in its sur-reply brief. These unauthorized and unwarranted actions by Plaintiff increased the number of hours accrued by Zarepta during the preparation and prosecution of its Motion to Vacate.

32. In addition, Plaintiff refused to leave any argument unmade in its efforts to support its contention that the Bareboat Charter entered into by Zarepta and Norfolk was, in fact, not a bareboat charter at all.

33. I have reviewed all of our statements for services rendered and disbursements prior to submitting them to this Court. The statements fairly and accurately reflect the services rendered to Zarepta and the disbursements charged in connection with the Motion to Vacate. The hourly rates for the attorneys and legal staff who worked on this matter are customary and standard for our firm and in the New York market. All work done in connection with the Motion to Vacate was undertaken at my direction and with Zarepta's approval, and was reasonable and necessary to procure the prompt release of Zarepta's funds and to protect Zarepta's interests.

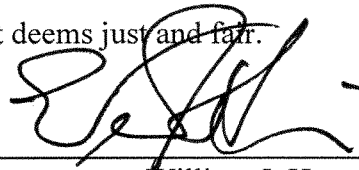
34. In addition to attorneys' fees certain disbursements were incurred in making the Motion to Vacate on behalf of Zarepta. These included costs for the use of Westlaw for legal research, copying costs, long distance telephone costs, the cost of obtaining the oral argument transcript, and the cost of providing late night transportation.

35. The Court did not rule on whether Zarepta should be reimbursed the costs of the Motion to Vacate. Zarepta respectfully requests that this Court order that Stolthaven should pay Zarepta's costs incurred in connection with the Motion to Vacate the Attachment.

36. This Court determined that Plaintiff should have released the attached funds after being advised of the Bareboat Charter's existence. (Order at 12). Therefore, this application for attorneys' fees and costs includes only those fees and costs incurred after the letter advising of the Bareboat Charter was sent.

37. Zarepta has incurred attorneys' fees in the amount of \$55,712.25 and costs in the amount of \$2,514.33 in defending this action. The amount of time, effort, and money expended by Zarepta was reasonable based on the requirements of the case and the New York legal market.

WHEREFORE, Zarepta respectfully requests that in accordance with this Court's Order of July 18, 2008, this Court order that Stolthaven pay Zarepta's attorneys' fees in the amount of \$55,712.25 and its costs in the amount of \$2,514.33, for a total amount of \$58,226.58, and request such other and further relief as this Court deems just and fair.



William J. Honan

Sworn to before me this
14 day of August, 2008



NOTARY PUBLIC

Elvin Ramos
Notary Public, State of New York
NO. 01RA4870243
Qualified in Queens County
Certificate filed in New York County
Commission Expires September 2, 2010

5530680_v1

EXHIBIT A

Law Offices
HOLLAND & KNIGHT LLP

Billing Attorney : William J. Honan 20141 0082 NEW YORK
Multi Responsible Attorney :
William J. Honan 20141 100% Date Opened: May 1, 2008
Multi Originating Attorney :
William J. Honan 20141 100%
Client : 500177 Nordisk Skibsrederforening
Matter : 500177.03235 RACHEL B ~ RULE B ATTACHMENT BY STOLTHAVEN
Arrangement : Hourly Matter Rate Code: 1
1=Standard Rate
2=National Rate

						BILLING INSTRUCTIONS			
	Hours	Fees	Costs	Billing Total	Bill Fee Amount	Bill	*Final Bill	Hold	Delete
Printed	165.10	61,902.50	2,793.70	64,696.20					
Outstanding A/R will be displayed on the invoice unless you circle No A/R. No A/R						Billing Attorney Signature			
						*FINAL BILL will CLOSE the Matter.			

Retainer	Apply	Trust	Apply	FORMAT	*****N*O*T*E*S*****
0.00		0.00		SCHEDULE	: This is a draft bill format M 36 2
				CLIENT NOTES :	: S4
				Bills run Schedule 4 (April, July, Oct., Jan.)	
				ALL 500177's 10% DISCOUNT ON FEES; *****	
				Matters assigned in the 3200's *****	
				Format M-36-2	

MATTER NOTES :

ELECTRONIC ID:

The following is the Matter Address:

Nordisk Legal Services
Attn: Georg Scheel, Esq.
P.O. Box 3033 Elsenberg
0207 Oslo 2 NORWAY

08/14/08

The following is the Copy To Address, if any:

For professional services rendered through 07/01/08
in connection with the following:

Our Matter Number 500177.03235

RACHEL B - RULE B ATTACHMENT BY STOLTHAVEN
HOUSTON INC.

Date	Timekeeper	Hours	Rate	Value	Status	Index
06/09/08	Frevola, Michael J.	0.40	460.00	184.00	B	29608531
				Working with WJH re procedural issues re challenging plaintiff's attachment of member's funds.		
06/09/08	Honan, William J.	0.70	550.00	385.00	B	29602805
				E-mail from and e-mail to Lasse Hagen; e-mail to D. Murnane; e-mail from D. Murnane; letter to Nordisk; e-mail to Murnane.		
06/09/08	Morris, Francesca	1.00	395.00	395.00	B	29603298
				Receive instructions from B. Honan and M. Frevola regarding drafting of motion to vacate attachment and motion to dismiss; analyze correspondence and facts in preparation for drafting documents.		
06/10/08	Honan, William J.	0.40	550.00	220.00	B	29602826
				E-mail from Lasse Hagan; conference with F. Morris and Mike Frevola re status and form of pleadings.		
06/10/08	Morris, Francesca	10.10	395.00	3,989.50	B	29636946
				Read complaint and research to provide legal support for memorandum of law in support of motion to vacate attachment; draft memorandum, affidavit of W. Honan, declaration of corporate representative and Rule 7.1 corporate statement.		
06/11/08	Frevola, Michael J.	1.50	460.00	690.00	B	29608569
				Working with FM re completing memorandum of law in support of vacating attachment.		
06/11/08	Honan, William J.	0.10	550.00	55.00	B	29608654
				Conference with Francesca Morris re status.		
06/11/08	Morris, Francesca	5.60	395.00	2,212.00	B	29636987
				Continue to edit draft memorandum of law; receive declaration and corporate information from Nordisk; incorporate comments of M. Frevola regarding brief; arrange for filing of		

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Date	Timekeeper	Hours	Rate	Value	Status	Index
				motion to vacate; and write report email.		
06/11/08	Green, Rudy D.	0.50	195.00	97.50	B	29609177
				Submitted Order to Show Cause to Vacate Attachment at Southern District Courthouse.		
06/11/08	Falisi, Peter	0.70	180.00	126.00	B	29739066
				Assisting with finalizing the Order to Show Cause		
06/11/08	Karpf, Wallis B.	1.30	190.00	247.00	B	29725844
				Review and organize exhibits to be annexed to Order to Show Cause; prepare Memorandum of Law in Support of Order to Show Cause and Order to Show Cause for service and electronic filing.		
06/11/08	McLean, Tiana M.	0.00	0.00	0.00	BNC	29610882
				Cite checking brief.		
06/12/08	Frevola, Michael J.	1.10	460.00	506.00	B	29608595
				Reviewing correspondence from court re granting of order to show cause and service requirements; working with FM re service issues and re planning for opposition and hearing.		
06/12/08	Morris, Francesca	1.80	395.00	711.00	B	29637028
				Receive order from court and arrange for service of all papers on plaintiff; confer with M. Frevola regarding preparation of reply papers and oral argument of motion; draft Notice of Appearance and arrange for filing.		
06/12/08	Ramos, Elvin	0.40	215.00	86.00	B	29672517
				E-filed with the court: Affidavit of W. J. Honan and annexed exhibits, Declaration of M. Werring and annexed exhibits, 7.1 Statement and memorandum of law in support of motion to vacate attachment.		
06/12/08	Wills, Jerome E.	0.60	110.00	66.00	B	29639313
				Served the Order to Show Cause and all other moving papers on Freehill Hogan, 80 Pine Street, New York, N.Y.		
06/13/08	Frevola, Michael J.	1.60	460.00	736.00	B	29648956
				Working with FM reviewing plaintiff's opposition papers and developing reply strategy.		
06/13/08	Honan, William J.	0.30	550.00	165.00	B	29630496
				Telephone conference with F. Morris, Mike Frevola re case.		
06/13/08	Morris, Francesca	6.80	395.00	2,686.00	B	29637047

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Date	Timekeeper	Hours	Rate	Value		Status	Index
					Receive and analyze opposition to motion to vacate attachment. confer with W. Honan and M. Frevola regarding arguments on reply; draft declaration of M. Werring; research and draft memorandum of law regarding plaintiff's burden at hearing.		
06/13/08	Karpf, Wallis B.	0.40	190.00	76.00		B	29631531
					Prepare copies of Order to Show Cause and Motion to Vacate Attachment Order for attorney use.		
06/14/08	Frevola, Michael J.	2.20	460.00	1,012.00		B	29648963
					Continue working with FM preparing reply papers for motion to vacate attachment.		
06/14/08	Honan, William J.	0.20	550.00	110.00		B	29630509
					Telephone conference with F. Morris two times re status.		
06/14/08	Morris, Francesca	9.00	395.00	3,555.00		B	29637067
					Continue to research and draft memorandum of law in reply including further analysis of relevant cases; drafting regarding bareboat charter clauses and analysis of cases; confer with M. Frevola regarding lack of a claim under a time charter and review his draft point regarding this issue; write report email attaching plaintiff's opposition and requesting further information.		
06/15/08	Honan, William J.	4.00	550.00	2,200.00		B	29630517
					Review pleadings; drafting new section of brief re bareboat charter; telephone conference with Lasse Hagan; e-mail to Lasse Hagan; telephone conference with Francesca Morris.		
06/15/08	Morris, Francesca	1.40	395.00	553.00		B	29637077
					Telephone conference with W. Honan regarding drafts and review of recent draft memorandum of law; draft declaration in support of reply.		
06/16/08	Frevola, Michael J.	0.80	460.00	368.00		B	29653586
					Working with WJH and FM re preparing for motion to vacate hearing.		
06/16/08	Honan, William J.	5.90	550.00	3,245.00		B	29653644
					E-mails from and to L. Hagen; review and revise brief; draft Declaration for Mr. Hetland; telephone conference with Westad; telephone conference with L. Hagen; review documents in preparation of hearing before court; e-mail report to client.		

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Date	Timekeeper	Hours	Rate	Value		
06/16/08	Morris, Francesca	8.00	395.00	3,160.00	B	29672485
				Finalize memorandum of law for submission to the court and preparation for hearing before Judge Patterson; attend hearing with W. Honan and conduct post-hearing research regarding wharfage claim and issues raised by Stolthaven at hearing.		
06/16/08	Ramos, Elvin	0.30	215.00	64.50	B	29705109
				E-filed with the court: Reply memo of law in support of motion to vacate attachment, declaration of Mr. Werring, declaration of Mr. Westad and foreign law notice.		
06/16/08	Karpf, Wallis B.	1.10	190.00	209.00	B	29725888
				Prepare Notice of Foreign Law, Reply Memorandum of Law in Further Support of Motion to Vacate Attachment Order, Declaration of K.E. Westad and Declaration of M. Werring for service and filing.		
06/16/08	McLean, -Tiana M.	0.00	0.00	0.00	BNC	29701151
				Research.		
06/16/08	McLean, -Tiana M.	0.00	0.00	0.00	BNC	29701157
				Attended court hearing for a motion to vacate attachment; debriefing session as to research assignment regarding outcome at court.		
06/17/08	Frevola, Michael J.	0.40	460.00	184.00	B	29653598
				Confer with WJH and EM re follow up issues from oral argument.		
06/17/08	Honan, William J.	1.40	550.00	770.00	B	29653647
				E-mails in; review Technical Agreement; e-mail to client; conference with F. Morris; review Ship Management Agreement; telephone conference with L. Hagen; conference with F. Morris re letter to Judge.		
06/17/08	Morris, Francesca	7.20	395.00	2,844.00	B	29672495
redacted						
06/17/08	Schaupp, Lissa D.	4.10	235.00	963.50	B	29734763

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Date	Timekeeper	Hours	Rate	Value	Status	Index
				Receive instructions from F. Morris re research of the meaning of relinquishment of control in the context of bareboat charter; research case law re same; report preliminary results of research to F. Morris.		
06/17/08	McLean, -Tiana M.	0.00	0.00	0.00	BNC	29701169
				Researching cases.		
06/17/08	Wills, Jerome E.	0.50	110.00	55.00	B	29695421
				Submitted a copy of the Technical Management Agreement/Agreement for Ship Management, and the General Management Agreement to Judge Patterson at the Southern District of New York Courthouse, N.Y.		
06/18/08	Morris, Francesca	7.80	395.00	3,081.00	B	29678641
				Research and read cases where registered owner not liable for acts of bareboat charterer based on bills of lading; telephone conference with L. Hagen and draft report regarding status of the case; confer with W. Honan regarding report.		
06/18/08	Schaupp, Lissa D.	1.10	235.00	258.50	B	29734923
				Receive instructions from F. Morris re additional research; continue review of bareboat charter cases addressing the meaning of control.		
06/19/08	Morris, Francesca	0.10	395.00	39.50	B	29678645
				Telephone conference with court reporter receiving notification of Stolthaven's transcript order and explaining various maritime terms used at the hearing.		
06/20/08	Frevola, Michael J.	2.20	460.00	1,012.00	B	29663805
				Reviewing Stolthaven's sur-reply papers; telephone conferences with WJH and FM re responding to sur-reply papers by challenging procedural right to file; researching issues re challenging filing of sur-reply; working with FM preparing application to strike sur-reply on grounds of procedural defects.		
06/20/08	Honan, William J.	0.30	550.00	165.00	B	29678404
				Telephone conference with Francesca Morris and M. Frevola re status and latest pleadings by Stolthaven.		
06/20/08	Morris, Francesca	7.60	395.00	3,002.00	B	29689614
				Receive and read unauthorized sur-reply of Stolthaven and reasearch and write letter to court objecting to submission and requesting a		

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Date	Timekeeper	Hours	Rate	Value	Status	Index
				further reply, including conferring with M. Frevola and W. Honan regarding contents; report to Nordisk regarding sur-reply.		
06/20/08	Green, Rudy D.	0.20	195.00	39.00	B	29683920
				Received by hand: sur-reply documents in opposition to motion to vacate the attachment; scanned and entered documents.		
06/23/08	Frevola, Michael J.	1.00	460.00	460.00	B	29687113
				Reviewing court order granting member response to sur-reply; working with WJH and FM re preparing response; researching tort claim issues.		
06/23/08	Honan, William J.	1.40	550.00	770.00	B	29678420
				Review brief and affidavit from adversary; review Judge's order; conference with Mike Frevola and Francesca Morris; research.		
06/23/08	Morris, Francesca	3.50	395.00	1,382.50	B	29689624
				Draft Answer to the Complaint; receive notice from court authorizing a further reply from Zarepta; meeting with W. Honan and M. Frevola regarding preparation of reply to sur-reply; further analysis of cases demanding wharfage charges from registered owner.		
06/24/08	Frevola, Michael J.	1.20	460.00	552.00	B	29687165
				Researching causation issues and effect on liability to vessel owner where not directly responsible for claimed loss.		
06/24/08	Honan, William J.	1.50	550.00	825.00	B	29689412
				Conference with Lissa Schaupp two times and Francesca Morris two times re research; research.		
06/24/08	Morris, Francesca	9.60	395.00	3,792.00	B	29689630
				Read cases regarding wharf tariffs; meeting with W. Honan and L. Schaupp regarding drafting and research; begin drafting sur-reply including sections regarding Norwegian law, notice of foreign law, analysis of management agreements and bareboat charter.		
06/24/08	Schaupp, Lissa D.	7.90	235.00	1,856.50	B	29735204

redacted

DATE: 08/14/08 FAX FORM: STATEMENT AS OF 07/31/08 FOR TIME 20017703233

4096555 { 11/01/08 }

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Date	Timekeeper	Hours	Rate	Value	Status	Index
				continue researching quasi-contract doctrine and support for its inapplicability in this case.		
06/25/08	Honan, William J.	0.50	550.00	275.00	B	29701237
				Review cases; conference with Francesca Morris; review latest suit; e-mail to Nordisk.		
06/25/08	Morris, Francesca	11.30	395.00	4,463.50	B	29689635
				Supervise research of L. Schaupp regarding bunkering, seaworthiness, court changes to a contract and implied contract; receive and read cases and draft brief points on these issues; confer with M. Frevola regarding research related to damages claim without property damage and lack of privity and edit his draft point.		
06/25/08	Schaupp, Lissa D.	7.10	235.00	1,668.50	B	29735297
				Continue research of quasi-contract cases; draft report e-mail to B. Honan and F. Morris setting forth results of research; continue review of case law addressing issue of control and its relinquishment in the context of a bareboat charter.		
06/26/08	Honan, William J.	0.20	550.00	110.00	B	29701255
				E-mail from and e-mail to F. Morris; review draft; memo of law.		
06/26/08	Morris, Francesca	1.70	395.00	671.50	B	29689639
				Edit draft brief for clarity and page length, forward to W. Honan for his review, and provide documentation and further comments regarding analysis of management agreements; edit sur-reply affirmation discussing Stoithaven's lack of notice regarding challenge to bareboat charter.		
06/27/08	Honan, William J.	2.50	550.00	1,375.00	B	29701282
				Review and revise brief; conference with Lissa Schaupp.		

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Date	Timekeeper	Hours	Rate	Value	Status	Index
06/27/08	Schaupp, Lissa D.	1.90	235.00	446.50	B	29747689
				Cite check draft of brief received from F. Morris; confer with B. Honan re outstanding issues for sur-reply brief; provide cases requested by B. Honan.		
06/27/08	Wills, Jerome E.	0.50	110.00	55.00	B	29695622
				Picked up from the Southern District of New York Courthouse, N.Y., the transcript of the June 16, 2008 hearing before Judge Patterson.		
06/29/08	Honan, William J.	2.00	550.00	1,100.00	B	29769772
				Review and revise brief; review cases re bareboat charters.		
06/30/08	Honan, William J.	1.10	550.00	605.00	B	29769779
				Telephone conference with Lissa Schaupp three times; review brief; make changes; e-mail from and e-mail to Lasse Hagen.		
06/30/08	Schaupp, Lissa D.	3.90	235.00	916.50	B	29747697
				Receive instructions from B. Honan re finishing sur-reply brief; review latest draft of sur-reply brief; make revisions to same; cite-check revised sections of brief; finalize brief for filing; e-mail brief to L. Hagen.		
06/30/08	McLean, -Tiana M.	0.00	0.00	0.00	BNC	29722031
				Proofed brief.		
07/01/08	Honan, William J.	0.10	550.00	55.00	B	29769787
				Review brief.		

FEE SUMMARY

ATTORNEY	TITLE	HOURS	RATE	AMOUNT
20139 Frevola, Michael J.	Partner	12.40	460.00	5,704.00
20141 Honan, William J.	Partner	22.60	550.00	12,430.00
20671 Morris, Francesca	Partner	92.50	395.00	36,537.50
82283 Schaupp, Lissa D.	Associate	26.00	235.00	6,110.00
20928 Falisi, Peter	Paralegal	0.70	180.00	126.00
82082 Karpf, Wallis B.	Paralegal	2.80	190.00	532.00
82534 McLean, -Tiana M.	Law Clerk	0.00	0.00	0.00
20848 Green, Rudy D.	Spec Asst	0.70	195.00	136.50
20845 Ramos, Elvin	Spec Asst	0.70	215.00	150.50
88901 Wills, Jerome E.	Doc. Clerk	1.60	110.00	176.00
TOTAL		165.10		61,902.50

DATE	AMOUNT	COST DESCRIPTION	COST CODE	STATUS	INDEX	VOUCHER #	VENDOR #	CHECK #
06/10/08	10.50	Westlaw ZAREPTA USER DEFINED 1: MORRIS,FRANCESCA USER DEFINED 2: New York	Westlaw	B	34708389			
06/11/08	59.40	Photocopy 00297 Copies Extension 73510	Photocopy	B	34706602			
06/11/08	17.00	Photocopy 00085 Copies Extension 73431	Photocopy	B	34706603			
06/11/08	113.38	Westlaw CITE CHECKING USER DEFINED 1: MCLEAN,TIANA M USER DEFINED 2: New York	Westlaw	B	34712947			
06/11/08	57.22	Westlaw SHEPARDIZING USER DEFINED 1: MCLEAN,TIANA M USER DEFINED 2: New York	Westlaw	B	34712948			
06/13/08	0.60	Photocopy 00003 Copies Extension 73510	Photocopy	B	34717483			
06/13/08	37.80	Photocopy 00189 Copies Extension 73590	Photocopy	B	34717484			
06/13/08	0.20	Photocopy 00001 Copies Extension 73510	Photocopy	B	34717485			
06/13/08	47.20	Photocopy 00236 Copies Extension 73510	Photocopy	B	34717486			
06/13/08	339.82	Westlaw MF USER DEFINED 1: FREVOLA,MICHAEL J USER DEFINED 2: New York	Westlaw	B	34719689			
06/14/08	8.33	Westlaw ZAREPTA USER DEFINED 1: MORRIS,FRANCESCA USER DEFINED 2: New York	Westlaw	B	34719690			
06/15/08	3.36	Long Distance Telephone Call to (479) 153-5607 3.40 Minutes,from 73300	Long Dista	B	34730219			
06/16/08	2.00	Photocopy 00010 Copies Extension 73510	Photocopy	B	34722389			
06/16/08	2.00	Photocopy 00010 Copies Extension 73510	Photocopy	B	34722390			
06/16/08	12.00	Photocopy 00060 Copies Extension 73510	Photocopy	B	34722391			
06/16/08	0.40	Photocopy 00002 Copies Extension 73510	Photocopy	B	34722392			
06/16/08	6.00	Photocopy 00030 Copies Extension 73301	Photocopy	B	34722393			
06/16/08	41.08	Westlaw SHEPARDIZING CASE USER DEFINED 1: MCLEAN,TIANA M USER DEFINED 2: New York	Westlaw	B	34728316			
06/16/08	128.46	Westlaw ZAREPTA USER DEFINED 1: MORRIS,FRANCESCA USER DEFINED 2: New York	Westlaw	B	34728317			

DATE	AMOUNT	COST DESCRIPTION	COST CODE	STATUS	INDEX	VOUCHER #	VENDOR #	CHECK #
06/16/08	1.68	Long Distance Telephone Call to (472) 213-5600 2.00 Minutes,from 73300	Long Dista	B	34730220			
06/17/08	2.60	Photocopy 00013 Copies Extension 73505	Photocopy	B	34726425			
06/17/08	0.40	Photocopy 00002 Copies Extension 73505	Photocopy	B	34726426			
06/17/08	0.64	Long Distance Telephone Call to (732) 500-8351 1.30 Minutes,from 73431	Long Dista	B	34730221			
06/17/08	407.70	Westlaw ZAREPTA USER DEFINED 1: MORRIS,FRANCESCA USER DEFINED 2: New York	Westlaw	B	34732036			
06/17/08	24.01	Westlaw RACHEL USER DEFINED 1: SCHAUPP,LISSA USER DEFINED 2: New York	Westlaw	B	34732037			
06/20/08	6.00	Telecopy 0006 Pages Extension 73431 Phone 912124251901	Telecopy	B	34737119			
06/20/08	247.37	Westlaw MF USER DEFINED 1: FREVOLA,MICHAEL J USER DEFINED 2: New York	Westlaw	B	34738697			
06/20/08	195.91	Westlaw ZAREPTA USER DEFINED 1: MORRIS,FRANCESCA USER DEFINED 2: New York	Westlaw	B	34738698			
06/23/08	3.20	Photocopy 00016 Copies Extension 73431	Photocopy	B	34743939			
06/24/08	1.80	Photocopy 00009 Copies Extension 73301	Photocopy	B	34746687			
06/24/08	1.20	Photocopy 00006 Copies Extension 73588	Photocopy	B	34746688			
06/24/08	6.80	Photocopy 00034 Copies Extension 73301	Photocopy	B	34746689			
06/24/08	1.68	Long Distance Telephone Call to (474) 816-1621 1.10 Minutes,from 73516	Long Dista	B	34746690			
06/24/08	149.69	Westlaw MF USER DEFINED 1: FREVOLA,MICHAEL J USER DEFINED 2: New York	Westlaw	B	34752653			
06/24/08	126.27	Westlaw ZAREPTA USER DEFINED 1: MORRIS,FRANCESCA USER DEFINED 2: New York	Westlaw	B	34752654			
06/24/08	37.26	Westlaw QUASI USER DEFINED 1: SCHAUPP,LISSA USER DEFINED 2: New York	Westlaw	B	34752655			
06/25/08	55.42	Westlaw ZAREPTA USER DEFINED 1: MORRIS,FRANCESCA USER DEFINED 2: New York	Westlaw	B	34754407			
06/25/08	30.44	Westlaw QUASI	Westlaw	B	34754408			

DATE	AMOUNT	COST DESCRIPTION	COST CODE	STATUS	INDEX	VOUCHER #	VENDOR #	CHECK #
06/25/08	277.73	USER DEFINED 1: SCHAUPP,LISSA USER DEFINED 2: New York Westlaw MF	Westlaw	B	34754409			
06/26/08	89.76	USER DEFINED 1: FREVOLA,MICHAEL J USER DEFINED 2: New York Vital Transportation, Inc. Vital Transportation -06/06/08-06/14/08	OTHER	B	34752895	2001141	1074233	10452817
06/26/08	133.62	Southern District Reporters,PC - Transcript Stoithaven v. Rachel B - for 6/16/08.	OTHER	B	34753462	2001204	1020360	82012782
06/27/08	34.17	Westlaw CITE	Westlaw	B	34766393			
06/30/08	49.20	USER DEFINED 1: SCHAUPP,LISSA USER DEFINED 2: New York Document Preparation - New York - 1 Hour - 24 B&W Pages Printed - 6/10/08	Document P	B	34758945			
06/30/08	1.60	Long Distance Telephone Call to (843) 883-3013 5.00 Minutes,from 73588	Long Dista	B	34764572			
06/30/08	0.64	Long Distance Telephone Call to (843) 883-3013 1.80 Minutes,from 73588	Long Dista	B	34764573			
06/30/08	14.00	Telecopy 0014 Pages Extension 73588 Phone 918438490311	Telecopy	B	34764574			
06/30/08	6.16	Westlaw LSCHAUPP USER DEFINED 1: FOUTZ,MARY USER DEFINED 2: New York	Westlaw	B	34766394			
TOTAL	2,793.70							

COST SUMMARY

CODE	DESCRIPTION	AMOUNT
DOC	Document Preparation	49.20
DUPL	Photocopy	200.60
OTHER	OTHER	223.38
PHONE	Long Distance Telephone	9.60
TCOPY	Telecopy	20.00
WEST	Westlaw	2,290.92
	TOTAL	2,793.70

PROFORMA SUMMARY

TOTAL FEES	61,902.50
TOTAL COSTS	2,793.70
INVOICE TOTAL	64,696.20

STATISTICAL AND HISTORICAL DATA

Last Bill Date		Last Payment Date			
Last Bill-Thru Date		Last Payment Amount			
Last Billed Fees					
Last Billed Costs		Unallocated Credits	.00		
Total Fees Billed YTD	.00				
Total Costs Billed YTD	.00	Lifetime Fees Billed	.00	Lifetime Fees Worked	.00
Total Payments YTD	.00	Lifetime Hrs Billed	.00	Lifetime Hrs Worked	.00
Total Write-Offs YTD	.00	Lifetime Costs Billed	.00	Lifetime Costs Worked	.00
HISTORY TO DATE WRITE UPS: FEES:	0.00	HOURS:	0.00	COSTS:	0.00

CURRENT ACCOUNTS RECEIVABLES, BY INVOICE

DATE	INVOICE	FEE	COSTS	OTHER	TAX	BALANCE
TOTAL		0.00	0.00	0.00	0.00	0.00

HELD BILL NOTE:

Please provide or update a note detailing anticipated billing and collection date if this draft is over \$5,000.00 and is being held.

DATE	DESCRIPTION
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EXHIBIT B

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William J. "Bill" Honan

Partner

New York

t: 212-513-3300

e: bill.honan@hklaw.com

PRACTICES

Alternative Dispute Resolution
Energy: Liquefied Natural Gas
Maritime & Logistics Contracts
Maritime

EDUCATION

Univ of No Carolina At Chapel
Hill School of Law, J.D.
University of North Carolina,
A.B.

BAR ADMISSIONS

New York

William J. Honan practices in the Litigation Section and heads the Group. Mr. Honan has 38 years of experience in maritime law especially maritime contracts.

Mr. Honan has extensive experience in the maritime industry, including

- drafting and negotiating a wide variety of maritime contracts including bulk and cruise vessel charters,
- advising as to the tour and cruise industry especially as to the responsibilities of the tour or cruise operator vis a vis the passenger
- handling arbitrations (more than one hundred arbitrations to completion)
- obtaining security for claimants especially under Rule B and Rule Supplement Maritime Rules

Mr. Honan has written articles featured in Lloyd's of London Press and speaks often on a variety of subjects concerning maritime law.

REPRESENTATIVE ENGAGEMENTS

- Case List

PROFESSIONAL HONORS & AWARDS

- The Best Lawyers in America, 1995-2007
- Chambers USA – America's Leading Business Lawyers, Shipping, 2007
- Guide to the World's Leading Shipping and Maritime Lawyers, 2005-2006
- Chambers Global - The World's Leading Lawyers for Business, Shipping
- The Best of the Best USA, Expert Guide, 2007
- The Best of the Best, Expert Guide, 2007

MEMBERSHIPS

- Hellenic-American Chamber of Commerce
- Norwegian-American Chamber of Commerce
- New York Maritime Inc., Chairman of Board
- Documentary Committee of Intertanko, Vice-Chairman

- Arbitration Committee, ADR of the International Bar Association
- Maritime Arbitration Committee, Maritime Law Association of the United States

COURT ADMISSIONS

- All State Courts in New York
- U.S. District Court for the Southern District of New York
- U.S. Appeals Courts, Second Circuit

PUBLISHED ARTICLES & BOOKS

- "E-Commerce and E-Discovery: A Brief Primer For Maritime Arbitrators, The Industry," January 2007

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The Lawyers resident in all offices, unless otherwise indicated in an individual attorney biography, are not certified by the Texas Board of Legal Specialization. Attorney Advertising.

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Reported Cases and Arbitration Awards Where William J. Honan III Was Counsel of Record

1. SCHMIDT V. POLISH PEOPLE'S REPUBLIC, 742 F.2d 67; 1984 U.S. App. LEXIS 19476 (2nd Cir., August 16, 1984) William J. Honan, III for Defendant-Appellee, Cross-Appellant.
2. SEAPLUS LINE CO., LTD. V. BULKHANDLING HANDYMAX AS, 409 F. Supp. 2d 316; 2006 AMC 82 05 Civ. 4813 (JGK) (S.D.N.Y., December 13, 2005) 2005 U.S. Dist. LEXIS 33346. For Bulkhandling Handymax As, Defendant: William J. Honan, III
3. WELLS FARGO BANK NORTHWEST, N.A. V. ENERGY AMMONIA TRANSP. CORP., 01 Civ. 5861 (JSR) (S.D.N.Y., October 17, 2002) 2002 U.S. Dist. LEXIS 19983. For Mallinckrodt, Inc FKA Imcera Group, Inc, IMC Global Inc FKA IMC Fertilizer, Inc, IMC-Agrico Company, DEFENDANTS, COUNTER-CLAIMANTS: William J Honan, III
4. LEISURE SHIPPING A/S V. PATRICIA SHIPPING LTD., 02 Civ. 3790 (TPG) (S.D.N.Y., July 1, 2002) 2002 U.S. Dist. LEXIS 11874. For LEISURE SHIPPING A/S, petitioner: William J. Honan, III
5. WELLS FARGO BANK NORTHWEST, N.A. V. ENERGY AMMONIA TRANSP. CORP., 01 Civ. 5861 (JSR) (S.D.N.Y., June 17, 2002) 2002 U.S. Dist. LEXIS 10912. For MALLINCKRODT, INC., IMC GLOBAL INC., IMC-AGRICO COMPANY, defendants, counter-claimants: William J. Honan
6. MITSUBISHI CORP. V. GUINOMAR CONAKRY, 92 Civ. 8587 (PKL) (S.D.N.Y., April 5, 1995) 1995 U.S. Dist. LEXIS 4342. William J. Honan III for Respondents.
7. MITSUBISHI CORP. V. GUINOMAR CONAKRY, 92 Civ. 8587 (PKL) (S.D.N.Y., June 30, 1993) 1993 U.S. Dist. LEXIS 8853. William J. Honan III for Respondents.
8. P/R CLIPPER GAS V. PPG INDUSTRIES, INC., 804 F. Supp. 570; 1992 U.S. Dist. LEXIS 16375 (S.D.N.Y., October 23, 1992). For Petitioner: William J. Honan, III.
9. DAEWOO CORP. V. FRED OLSEN & CO., No. 87 Civ. 2251 (MJL) (S.D.N.Y., November 14, 1989) 1989 U.S. Dist. LEXIS 13463. For Respondents: WILLIAM J. HONAN III
10. T. W. OIL, INC. v. BP Shipping Ltd., No. 84 Civ. 7249 (JFK) (S.D.N.Y., January 15, 1986) 1986 U.S. Dist. LEXIS 30421. J. Honan For defendants and third-party plaintiff-movant Burmah Oil Tankers Limited.
11. SCHMIDT V. POLISH PEOPLE'S REPUBLIC, 579 F. Supp. 23; 1984 U.S. Dist. LEXIS 20406 (S.D.N.Y., January 16, 1984). William J. Honan III for Defendant.
12. IN RE STERLING NAVIGATION CO., 31 B.R. 619; 1983 U.S. Dist. LEXIS 15463; 36 U.C.C. Rep. Serv. (Callaghan) 1368; 1983 AMC 2240 (S.D.N.Y., July 14, 1983). William J. Honan, III

American Maritime Cases

13. POLISH STEAMSHIP COMPANY, ET AL. v. BAY OCEAN MANAGEMENT, INC., No. 604130/99; Sequence No. 001 2000 AMC 2291 (N.Y. Supreme Court, January 6, 2000). William Honan for Polish Steamship Company
14. BERGESEN D.Y. A/S, PLAINTIFF V. MAGNUS LINDHOLM, ET AL., Defendants, Civil No. B-90-610 (JAC) 1991 AMC 2839 (D.Conn., April 3, 1991). William J. Honan, III, Plaintiff
15. IN THE MATTER OF THE ARBITRATION BETWEEN UNIVERSE TANKSHIPS, INC., OWNER, AND BURMAH OIL TANKERS LIMITED, CHARTERER OF THE TURBINE TANK VESSEL UNIVERSE EXPLORER UNDER TANKER TIME CHARTER PARTY DATED DECEMBER 22, 1970, 1985 AMC 1014 (ARBITRATION AT NEW YORK, NEW YORK,

September 19, 1984). William J. Honan, III for Charterers.

16. IN THE MATTER OF THE ARBITRATION BETWEEN GOLDEN EAGLE LIBERIA LIMITED, TIME CHARTERED OWNER OF THE ULTRAMAR AND ULTRASEA AND BURMAH OIL TANKERS LIMITED, Charterer., 1981 AMC 1831 (ARBITRATION AT NEW YORK, N.Y., May 18, 1981). William J. Honan, III for Burmah Oil Tankers Limited.
17. JOHN S. CONNOR, INC., Plaintiff V. MARINE TRANSPORT SERVICES INC., ET AL., DEFENDANTS., Civ. No. HM77-2025 1981 AMC 359 (D.Md., December 23, 1980). William J. Honan, III for Owners.
18. IN THE MATTER OF THE ARBITRATION BETWEEN MARIDOLO NAVIGATION, S.A. PANAMA, OWNER AND STERLING NAVIGATION CO. LTD., CHARTERER OF THE M/V ARISTILLOS., 1974 AMC 1689 (ARBITRATION AT NEW YORK, N.Y., May 31, 1974). WILLIAM J. HONAN, for Owner.
19. OLYMPIC CORPORATION, PLAINTIFF, V. SOCIETE GENERALE, A/S HAVKONG AND MEYER LINE, Defendants., 70 Civ. 3662 1974 AMC 1769 (S.D.N.Y., September 27, 1973). WILLIAM J. HONAN III for Defendant A/S Havkong.
20. IN THE MATTER OF AN ARBITRATION BETWEEN CIA DE NAVEGACION OMSIL, S.A., OWNER OF THE M/V WORLD EXPLORER, PETITIONER, AND HUGO NEU CORPORATION, AS CHARTERER, Respondent. 73 Civ. 1654 1973 AMC 1475 (S.D.N.Y., June 4, 1973). WILLIAM J. HONAN, III, Attorney for Jose Maria Aristrain S.A.
21. HATO LA VERGARLNA, C.A., Plaintiff, vs. S.S. SUSAA AND ALCOA STEAMSHIP COMPANY, INC., Defendants. 1973 AMC 1522 69 Civ. 4147 HRT (S.D.N.Y., April 24, 1973). WILLIAM J. HONAN, III, for Defendant.
22. OLYMPIC CORPORATION, Plaintiff-Appellant, vs. SOCIETE GENERALE, A/S HAVKONG AND MEYER LINE, Defendants-Appellees. (AND TWO RELATED CASES.) 1972 AMC 1682 (2nd Cir., 1972). WILLIAM J. HONAN, III, for Appellee A/S Havkong.

Society of Maritime Arbitrator Award Decisions

23. In the Matter of the Arbitration between INTERCHEM 2000 LOGISTICS BV, as Charterer / INTERCHEM AMERICAS, INC., as Cargo Owner and SUFFOLK TANKERS CO., LTD., as Owner of the RACHEL B Under an amended ASBATANKVOY Form Charter Party dated December 18, 2000 SMA No. 3920 (2006). For Suffolk Tankers Co., Inc.: William J. Honan
24. In the Matter of the Arbitration between COMMUTER SHIPPING CORP. (formerly known as PENOBSCOT SHIPPING CORP.), Owner of the M/T COMMUTER and STEN A BULK AB, Charterer Under a Time-Charter dated July 15, 1997 SMA No. 3890 (2005) For Stena Bulk AB: J. Honan
25. In the Matter of the Arbitration between INTERCHEM 2000 LOGISTICS BV, as Charterer / INTERCHEM AMERICAS, INC., as Cargo Owner and SUFFOLK TANKERS CO., LTD., as Owner of the RACHEL B Under an amended ASBATANKVOY Form Charter Party dated December 18, 2000 SMA No. 3889 (2005). For Suffolk Tankers Co., Inc.: William J. Honan
26. In the Matter of the Arbitration -between- Fulton Bulk, AS, Owner of the CEM-K -and- Grupo Naviero Kano S.A. de C.V., Charterer, Pursuant to a Charter Party dated July 15, 2000 SMA No. 3878 (2005). William J. Honan for: Fulton Bulk AS
27. In the Matter of the Arbitration -between- Fulton Bulk, AS, Owner of the CEM-K -and- Grupo Na-viero Kano S.A. de C.V., Charterer Pursuant to a Charter Party dated July 15, 2000 SMA No. 3819 (2003). William J. Honan for Fulton Bulk AS.
28. In the Matter of the Arbitration between DRONNING SHIPPING CO., As Owner of the M/T JAHRE VENTURE and BAYOIL SUPPLY AND TRADING OF BAHAMAS, As Charterers and BAYOIL, S.A. OF GENEVA, As Guarantors, Pursuant to a Charter Party Dated August 8, 1997 SMA No. 3812 (2003). William J. Honan, III, for Dronning Shipping Co.

29. In the Matter of the Arbitration between TRANSPORTES MARITIMOS CENTRO AMERICANOS S.A., as Charterers and PAPER SEA A.S., as Owners of the FOREST LINK, Under a NYPE Form of Time Charter dated December 30, 1997, as amended SMA No. 3809 (2003). For Paper Sea A.S.: William J. Honan
30. IN THE MATTER OF THE ARBITRATION - between - TRANSPORTES MARITIMOS CENTROAMERICANOS S.A., as Charterer - and- PAPER SEA, A.S., as Owner of the M/V FOREST LINK, Under a NYPE Form of Time Charter dated December 30, 1997, as amended SMA No. 3800 (2003). For Owner: William J. Honan
31. IN THE MATTER OF THE ARBITRATION - between - TRANSPORTES MARITIMOS CENTROAMERICANOS S.A., as Charterer - and- PAPER SEA, A.S., as Owner of the M/V FOREST LINK, Under a NYPE Form of Time Charter dated December 30, 1997, as amended SMA No. 3800 (2003). For Owner: William J. Honan
32. IN THE MATTER OF THE ARBITRATION - between - TRANSPORTES MARITIMOS CENTROAMERICANOS S.A., as Charterer - and - PAPER SEA A.S., as Owner of the M/V FOREST LINK, Under an NYPE Form of Time Charter dated December 30, 1997, as amended SMA No. 3745 (2002). For Owner: William J. Honan III
33. In the Matter of the Arbitration between Transportes Maritimos Centroamericanos, S.A., as Charterers and Paper Sea A.S., as Owners of the M/V FOREST ENTERPRISE, under a New York Produce Exchange Time Charter Party dated October 8, 1997 SMA No. 3743 (2002). William J. Honan III for Paper Sea A.S.
34. In the Matter of the Arbitration between BORE LINE (SINGAPORE) PTE LTD., Owner of the M/V Seaboard Horizon and SEABOARD MARINE, INC., Charterer, Under a New York Produce Exchange Time Charter dated November 1, 1991 SMA No. 3740 (2002). For Bore Line (Singapore) Pte Ltd.: William J. Honan
35. In the matter of the arbitration - between - KOCH CARBON INC., as Disponent Owners of the M/V GLORIOUS RENA - and - NORMARINE, LTD. as Charterers UNDER AN NYPE FORM OF TIME CHARTER dated December 31, 1999 SMA No. 3690 (2001). For Normarine, Inc.: William J. Honan III
36. In the Matter of the Arbitration between Baumarine AS, as Charterers and Carbotrade S.p.A., as Owners SMA No. 3663 (2001). For Baumarine AS: William J. Honan III
37. In the Matter of the Arbitration between TEAM TANKERS A/S, Disponent Owner and STANDARD TANKERS BAHAMAS LIMITED, Charterer SMA No. 3622 (2000). For Team Tankers A/S: William J. Honan III
38. In the Matter of the Arbitration - between - ENJET, INC. and PHIBRO ENERGY, INC. PHIBRO ENERGY, INC. and J. ARON & COMPANY J. ARON & COMPANY and CLARENDON MARKETING INC., n/k/a GLENCORE LTD. SMA No. 3580 (1999). For Enjet, Inc.: William J. Honan, III
39. In the Matter of the Arbitration - between - VALE DO RIO DOCE NAVEGACAO S.A., as Time Charterer - and - LIRIA MARINE COMPANY LTD., as Owner of the M/T VAKIS TSAKIROGLOU Under an NYPE Form of Time Charter, dated February 8, 1989 SMA No. 3567 (1999). For Vale Do Rio Doce Navegacao S.A: J. Honan III
40. In the Matter of the Arbitration -between- WESTGAS A/S, As Disponent Owners of the M/V VARANGER -and- MONTPELIER TRADING, INC., As Charterers under an ASBATANKVOY Charter Party dated April 18, 1996 SMA No. 3542 (1999). For WESTGAS A/S: William J. Honan
41. In the Matter of the Arbitration -between- Jebsen Carriers Limited Owner, -and- Gravetal Bolivia, S.A. and/or St. Lawrence Shipping BCI, Charterer, Under a Contract of Affreightment Dated December 15, 1995 SMA No. 3525 (1999). For Jebsen Carriers Limited: William J. Honan III

42. In the Matter of the Arbitration between CHEMBULK TRADING, INC., as Owners of the CHEMBULK SINGAPORE and JO TANKERS, B.V. HOLLAND, as Charterers SMA No. 3531 (1999). For Jo Tankers, B.V. Holland: William J. Honan, III
43. In the Matter of the Arbitration between BERGESEN D.Y. HANDYGAS A/S, as Disponent Owner of the LPG/C HAVBRIS and MONTPELIER TRADING INC., as Charterer SMA No. 3503 (1999). For Bergesen D.Y. Handygass A/S: William J. Honan III
44. In the Matter of the Arbitration between BERGESEN D.Y. ASA, Owner of the M/T BERGE BRAGD and BAYOIL S.A., Nassau, Bahamas, Charterer Under an ASBATANKVOY Charter Party dated January 9, 1997 SMA No. 3478 (1998). For Bergesen D.Y. ASA: William J. Honan III
45. In the Matter of the Arbitration between C.H. SORENSEN & SONNER A/S, Owner/Claimant and INTERSHIPPING MONACO, Charterer/Respondent, under a NYPE Timecharter Party dated July 26, 1996 SMA No. 3442 (1998). For Owner/Claimant: William J. Honan III
46. In the Matter of the Arbitration between Norwegian Gas Carriers, As Owner and Montpelier Trading Inc. As Charterer SMA No. 3401 (1997). For Norwegian Gas Carriers A/S: William J. Honan III
47. In the Matter of the Arbitration between MARINE NAVIGATION SULPHUR CARRIERS, INC., as Owners and PCS PHOSPHATE COMPANY, INC., as Charterers SMA No. 3329 (1996). For Marine Navigation Sulphur Carriers, Inc.: William J. Honan, III
48. In the Matter of the Arbitration - between - NORSKE OLJE A/S, as Owner of the M/T BLANKVANN, - and - SAB TRADING COMMERCIAL EXPORTADORA S.A., as Charterer under an ASBATANKVOY form of tanker voyage charter party, dated April 27, 1990. SMA No. 3327 (1996). For NORSKE OLJE A/S: William J. Honan III
49. In the Matter of the Arbitration - between - LIBERTY MARITIME CORPORATION, as agent for LIBERTY SHIPPING GROUP PARTNERSHIP, as Owner of the M/V LIBERTY SPIRIT, - and - GOVERNMENT OF THE REPUBLIC OF MOLDOVA, as Charterer, under a modified form of Baltimore Berth Grain Charter Party dated June 13, 1995. SMA No. 3275 (1996). For Liberty Maritime Corporation, as agent for Liberty Shipping Group Partnership: William J. Honan, III
50. In the Matter of the Arbitration - between - LIBERTY MARITIME CORPORATION, as agent for LIBERTY SHIPPING GROUP PARTNERSHIP, as Owner of the M/V LIBERTY SPIRIT, - and - GOVERNMENT OF THE REPUBLIC OF MOLDOVA, as Charterer, under a modified form of Baltimore Berth Grain Charter Party dated June 13, 1995. SMA No. 3264 (1996). For Liberty Maritime Corporation, as agent for Liberty Shipping Group Partnership: William J. Honan, III
51. In the Matter of the Arbitration -between- LIBERTY MARITIME CORPORATION, as agent for LIBERTY SHIPPING GROUP PARTNERSHIP, as Owner of the M/V LIBERTY SPIRIT, -and- GOVERNMENT OF THE REPUBLIC OF MOLDOVA, as Charterer, under a modified form of Baltimore Berth Grain Charter Party dated June 13, 1995. SMA No. 3255 (1996). Liberty Maritime Corporation, as agent for Liberty Shipping Group Partnership: William J. Honan, III
52. In the Matter of the Arbitration between IINO KAIUN KAISHA LTD., Time-Chartered Owner of M/T STELLAR HOPE and CHEMBULK TRADING INC., Charterer under a Time Charter Party dated September 10, 1993 SMA No. 3248 (1996). For IINO KAIUN KAISHA LTD.: William J. Honan III
53. In the Matter of the Arbitration - between - OILTANK SWEDEN KB, as Time Chartered Owner of the M/T UNITED TRITON, - and - TRIFINERY, INC., as Charterer, under an Asbatankvoy form of voyage charter party, dated July 17, 1992. SMA No. 3218 (1995). For OILTANK SWEDEN KB: William J. Honan, III

54. In the Matter of the Arbitration between ODFJELL TANKERS KS, as Owner of the BOW HERON and TRAMMOCHEM, A DIVISION OF TRANSAMMONIA, INC., as Charterer SMA No. 3176 (1995). For Owner: William J. Honan III
55. In the Matter of the Arbitration between NORTHERN TANKERS (CYPRUS) LIMITED, as Disponent Owners of the INDEPENDENCE and LEXMAR CORPORATION SMA No. 3159 (1995). For Lexmar Corporation: William J. Honan
56. In the Matter of Arbitration - between - KEMOIL, LTD., as Charterer - and - K/S BERTINA, Owner of the M/T BERTINA Under a Texacotime 2 Form Charter Party, dated March 11, 1992 SMA No. 3144 (1995). For K/S BERTINA: William J. Honan, III
57. In the Matter of the Arbitration between BELFRI A/S, as Time Chartered Owner of the MEKHANIK YURYEV and CRESCENT OIL AND SHIPPING, S.A., as Charterer SMA No. 3138 (1995). For Belfri A/S: William J. Honan III
58. In the Matter of the Arbitration between MARINE CHEMICAL TRADING, INC., as Owners of the CHEMICAL PIONEER and MARINE CHEMICAL NAVIGATION CORPORATION, as Owners of the MARINE CHEMIST and LUCKY GOLDSTAR INTERNATIONAL (AMERICA), INC., as Charterers SMA No. 3107 (1994). Attorneys for Owners: William J. Honan III
59. In the Matter of the Arbitration between ARGONAUT SHIPPING, KB, Owners of the ARGO IDUNA, as Claimants and DAEWOO CORPORATION and ACWOO INTERNATIONAL STEEL CORP., as Respondents In the Matter of the Arbitration between FRED OLSEN & CO., Time Chartered Owners of the KNOCK NALLING, as Claimants and DAEWOO CORPORATION and ACWOO INTERNATIONAL STEEL CORP., as Respondents SMA No. 3059 (1994). For Argonaut Shipping, KB and Fred Olsen & Co.: William J. Honan III
60. In the Matter of the Arbitration between IINO KAIUN KAISHA, Time-Chartered Owner of the M/V KAREN C and LEEWARD TANKERS, INC, Time Charterer Under a SHELLTIME 3 Charter Party dated September 22, 1988 SMA No. 3042 (1994). For Iino Kaiun Kaisha: William J. Honan
61. In the Matter of the Arbitration between PETROBULK SCANDINAVIAN TANKERS LTD., as Disponent Owners of the SKAN GRETE and LUCKY GOLDSTAR INTERNATIONAL (AMERICA), INC., as Charterers SMA No. 3029 (1993). For Petrobulk Scandinavian Tankers Ltd.: William J. Honan III
62. In the Matter of the Arbitration between SCANCHEM CHARTERING A.G. Disponent Owner of M/T ARGENTUM and SUNRISE SHIPPING, LTD. Charterer under a ASBATANKVOY Charter Party dated June 23, 1992 SMA No. 3025 (1993). For Scanchem Chartering A.G.: William J. Honan, III
63. In the Matter of the Arbitration -between- ODFJELL TANKERS KS, Owner of BOW PRINCESS, -and- ESCO ASSET CORPORATION, Charterer SMA No. 2949 (1993). Attorney for Owner, Odfjell Tankers KS: William J. Honan
64. In the Matter of the Arbitration -between- SINGA SHIP AGENCIES PTE. LTD., as Owners of the SINGA SAILOR -and- P. T. MEYER OF MEDAN, SUMATRA, INDONESIA as Charterers SMA No. 2902 (1992). For Singa Ship Agencies Pte. Ltd.: William J. Honan III
65. In the Matter of the Arbitration - between - GEARBULK CONTAINER SERVICE, a division of Gearbulk Ltd. - and - H & M FREIGHT SERVICES GmbH SMA No. 2895 (1992). For Gearbulk Container Service: William J. Honan III.
66. In the Matter of the Arbitration - between - ARGONAUT AB, as Owners of the NIKE - and - SCANPORTS SHIPPING INC., as Charterers SMA No. 2856 (1992). For Argonaut AB: William J. Honan III
67. In the Matter of the Arbitration between JO TANKERS A/S, as Disponent Owners of the JOHNSON CHEMSUN and OCELOT CHEMICAL, Division of Ocelot Investments, Lt, as Charterers SMA No. 2782 (1991). For Jo Tankers A/S: William J. Honan, III

68. In the Matter of the Consolidated Arbitration Proceedings Between LUDV. G. BRAATHENS REDERI A/S, Owners of the M/V BRALANTA and MAPCO INTERNATIONAL, INC., Charterers, and between MAPCO INTERNATIONAL, INC., as Chartered Owners M/V BRALANTA and KERR-MCGEE REFINING CORPORATION, Charterers SMA No. 2762 (1991). For LUDV. G. BRAATHENS REDERI A/S: WILLIAM J. HONAN III
69. In the Matter of the Arbitration between A/S BULKHANDING, as Managing Owners of the BARDU and CEMENTOS DE HONDURAS, S.A., as Charterers SMA No. 2751 (1991). For A/S Bulkhandling: William J. Honan, III
70. In the Matter of the Arbitration -between- WEYERHAEUSER COMPANY, as Charterer -and-LEIF HOEGH & CO., as Owner SMA No. 2679 (1990). Attorneys for Owner: William J. Honan, III
71. In the matter of the Arbitration -between- JO TANKERS A/S, Disponent Owner of the JO BIRK, -and- INTERNORTH PETROCHEMICAL INTERNATIONAL, Charterer, Under a Charter Party, dated August 30, 1984 SMA No. 2638 (1990). For JO TANKERS A/S: William J. Honan, III
72. In the Matter of the Arbitration -between- ODFJELL WESTFAL-LARSEN TANKERS A/S & CO., Claimant, -and- CORAL NAVIGATION COMPANY, INC., Respondent. SMA No. 2553 (1989). For Respondent: William J. Honan, III
73. In the Matter of the Arbitration -between- YANGMING MARINE TRANSPORT CO., as Owner of the M/V MING SUMMER -and- EFFOA-FINLAND STEAMSHIP CO. LTD., as Charterer SMA No. 2490 (1988). For EFFOA-FINLAND STEAMSHIP CO. LTD.: William J. Honan III
74. In the Matter of the Arbitration between BROSTROMS REDERI AB, as Agents of Disponent Owner of the M/V PRODUCT ENDEAVOR and DORADO INTERNATIONAL PETROLEUM, INC., Charterer Under an ASBATANKVOY Charter Party dated July 15, 1983 SMA No. 2470 (1988). For Owner: William J. Honan III
75. In the Matter of the Arbitration -between- AB SHIPINVEST, Owner, -and- COTIA INTERNATIONAL, Charterer SMA No. 2395 (1987). William J. Honan for Owner
76. In the matter of the Arbitration -between- SAGINAW COMPANIA NAVIERA, S.A., Owner of the M/S ESTI, -and- BACCHUS INTERNATIONAL GRAIN, a division of BACCHUS INTERNATIONAL COMMERCE CORPORATION, Charterer SMA No. 2387 (1987). REPRESENTING OWNERS: William J. Honan III
77. In the Matter of the Arbitration between COMPANHIA DE NAVEGACAO MARITIMA NETUMAR, as Time Chartered Owner of Six Vessels and TRANS WORLD STEEL, INC., as Charterer SMA No. 2383 (1987). For COMPANHIA DE NAVEGACAO MARITIMA NETUMAR: William J. Honan, III
78. In the Matter of the Arbitration between PIONEER NAVIGATION LTD., as Time Chartered Owner of Four Vessels and TRANS WORLD STEEL, INC., as Charterer SMA No. 2383-A (1987). For PIONEER NAVIGATION LTD.: William J. Honan, III
79. In the Matter of the Consolidated Arbitration between MARLUCIDEZ ARMADORA, S.A. as OWNERS and BURMAH OIL TANKERS LIMITED as TIME CHARTERERS and UTAH TRANSPORT INC. as SUB-TIME CHARTERERS of the Vessel M/V "FILIATRA LEGACY" SMA No. 2331 (1986). For Time Charterers: William J. Honan, III
80. In the Matter of the Arbitration between Golden Gate Petroleum Company/Grunewald International Energy (Gibraltar), Charterer, and Sundene Chartering Company, Owner of the M/T NORSE VENTURE SMA No. 2330 (1986). For SUNDENE CHARTERING COMPANY: William J. Honan, III
81. In the Matter of the Arbitration between LORENTZENS REDERI CO., a/k/a/ LORENTZENS SKIBS A/S, Owner of the M/V SALLY STOVE, Owner and SEASPEED LTDA., Charterer Under a Time Charter Party dated September 26, 1984 SMA No. 2320 (1986). For Lorentzens Rederi Co. a/k/a/ Lorentzens Skibs A/S: William J. Honan, III

82. In the Matter of the Arbitration between TRISUN TANKERS, LTD., as Owner of the M/T TRISUN and BURMAH OIL TANKERS, LTD., Charterer, under Charter Party dated June 12, 1984 SMA No. 2327 (1986). For Burmah Oil Tankers, Ltd.: William J. Honan III
83. In the Matter of the Arbitration between Brostroms Rederi AB, As Agents for Owners of the M/T CROWN AWARD and Empresa Naviera Santa S.A., Charterers SMA No. 2295 (1986). Representing Owners: William J. Honan III
84. In The Matter of the Arbitration between JO TANKERS A/S, As Owners of the M/T "JO CYPRESS" and EUROLATION OY, As Charterers Under Charter Party dated November 17, 1983 SMA No. 2242 (1986). For Owners: William J. Honan III
85. In the Matter of the Arbitration between Burmah Oil Tankers Limited, as Owner of the Vessel TEXACO CARIBBEAN, and Fina Supply Incorporated, as Charterer under a Voyage Charter Party dated August 31, 1984 SMA No. 2193 (1986). For Burmah Oil Tankers Limited: William J. Honan
86. In the Matter of the Arbitration between A. HALCOUSSIS SHIPPING LTD., as Agent to Owner of the M.T.V. YANXILAS, and GOLDEN EAGLE LIBERIA LIMITED, as Charterer SMA No. 2162 (1985). For the Charterer: William J. Honan, III
87. In the Matter of the Arbitration between WESTFAL-LARSEN & CO. A/S, Owner of the M/S VARANGER and LEEWARD PETROLEUM COMPANY, LTD., Charterer, Under an ASBATANKVOY Charter Party dated February 3, 1980 SMA No. 2143 (1985). For the Owner: William J. Honan III
88. In the Matter of the Arbitration between JO TANKERS A/S, as Disponent Owner of the M/T JOHNSON CHEMSUN and C.T. CHEMICALS (USA) INC., Charterer Under Charter Party dated January 24, 1984 SMA No. 2142 (1985). Attorney for Disponent Owner: William J. Honan, III
89. In the Matter of the Consolidated Arbitration between A/S Kristian Jebsens Rederi, as Owners of the SEALNES and Manumante, S.A., as Charterers and Fertilizantes Mexicanos, S.A., as Sub-Charterers SMA No. 2055 (1985). For A/S Kristian Jebsens Rederi: J. Honan, III
90. In the Matter of the Arbitration between MARLUCIDEZ ARMADORA, S.A. as OWNERS and BURMAH OIL TANKERS LIMITED as CHARTERERS and UTAH TRANSPORT INC. as SUB-TIME CHARTERERS of O/B/O "FILIATRA LEGACY" SMA No. 2024 (1984). Attorneys for Time Charterers: William J. Honan, III
91. In the Matter of the Arbitration between UNIVERSE TANKSHIPS, INC., Owner, and BURMAH OIL TANKERS LIMITED, Charterer of the Turbine Tank Vessel UNIVERSE EXPLORER under Tanker Time Charter party dated December 22, 1970 SMA No. 2016 (1984). For Charterers: William J. Honan, III
92. IN THE MATTER OF THE ARBITRATION between J. O. ODFJELL A/S, as Owner of the M. T. "LOTOS" and JOHANN HALTERMANN (GmbH), as Charterer Under a Charter Party dated May 26, 1982 SMA No. 1949 (1984). WILLIAM J. HONAN: Counsel for Owner
93. In the Matter of Arbitration between TRANSOL OIL & SEEDS, INC., Charterer and EUROAM TANKERS OF PANAMA, INC. GRUNSTAD SHIPPING CORPORATION OF BELGIUM as Manager/Owner of the M/T GO GO RUNNER Under a Charter Party dated August 15, 1980 SMA No. 1746 (1982). Attorneys for Owner: William J. Honan, III
94. In the matter of the Arbitration between TRANS-OCEAN STEAMSHIP AGENCY, INC. Agents for Owners of the vessels: M/V MANNA - M/V PARAKOPI M/V JOHN GREGOS M/V ARIETTA GREGOS and FORESTON COAL INTERNATIONAL, INC. Charterer SMA No. 1689 (1982). For FORESTON COAL INTERNATIONAL, INC.: William J. Honan, III

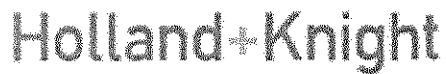
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95. In the Matter of the Arbitration between GOLDEN EAGLE LIBERIA LIMITED, Time Chartered Owner and BURMAH OIL TANKERS LIMITED, Charterer of the ULTRAMAR and ULTRASEA SMA No. 1555 (1981). For BURMAH OIL TANKERS LIMITED: William J. Honan, III
96. In the Matter of the Arbitration Between SAMEIET M.T. JANE STOVE (LORENTZENS SKIBS A/S MANAGERS), Owner of the M/T JANE STOVE And ATLANTIC RICHFIELD COMPANY, Charterer, under a Charter Party dated June 17, 1977 SMA No. 1481 (1980). Attorneys for Owner: William J. Honan III
97. In the Matter of the Arbitration between ALASKA BULK CARRIERS, Carrier and SPC SHIPPING, INC., Shipper Under a Contract of Affreightment dated February 15, 1977 SMA No. 1487 (1980). For SPC SHIPPING, INC.: William J. Honan, III
98. In the Matter of the Arbitration between GULF OIL CORPORATION, as Charterers and Parcel Tankers, Inc., as Chartered Owners of the M.T. "STOLT HAWK" SMA No. 1404 (1980). For Parcel Tankers, Inc.: William J. Honan III
99. In the Matter of Arbitration Between LAMPISIS NAVIGATION LTD., Owner of the M/V DROSIA And MARINE TRADING, LTD., Charterer under a Time Charter Party dated January 12, 1972 SMA No. 1303 (1979). Attorney for Charterer: William J. Honan
100. In the Matter of the Arbitration Between BURMAH OIL TANKERS, LTD., Time Charter Owner, Claimant, and EL PADRON S.A., Charterers, Respondent SMA No. 1272 (1978). Attorney for Claimant: William J. Honan, III
101. In the Matter of the Arbitration between Maritime Overseas Company, Ltd., as Agents for Owners of the STOLT LION and Parcel Tankers, Inc., as Charterers SMA No. 1188 (1977). For Parcel Tankers, Inc.: William J. Honan
102. In the Matter of the Consolidated Arbitration between THE SANKO STEAMSHIP CO. LTD., as Owner and BURMAH OIL TANKERS, LTD. as Charterer and C.R. RITTENBERRY & ASSOCIATES, INC., as Sub-Charterer SMA No. 1112 (1977). For BURMAH OIL TANKERS, LTD.: William J. Honan, III
103. In the Matter of the Arbitration between Neptunia, Inc. of Monrovia Owners of M/S "THEODORE" and San Juan Carriers, Ltd., Charterers SMA No. 1107 (1977). For Owners: William J. Honan III
104. In the Matter of The Arbitration of a Dispute arising under a Charter Party dated May 8, 1974 between INTERESSENTSKAPET SIREGAS, A.I. LANGFELDT AND CO., Owner and CORAL NAVIGATION COMPANY, INC., Charterer SMA No. 1091 (1977). For Owner: William J. Honan III
105. In the Matter of the Arbitration between Skibs - A/S Navalis (Tschudi and Eitzen Managers), Oslo, as Owners and Triton Shipping, Inc., as Agents for Charterers SMA No. 1218 (1976). For Skibs - A/S Navalis (Tschudi and Eitzen Managers), Oslo: William J. Honan, III
106. In the Matter of the Arbitration between Skibs - A/S Navalis (Tschudi and Eitzen Managers), Oslo, as Owners and Triton Shipping, Inc., as Agents for Charterers SMA No. 1039 (1976). For Skibs - A/S Navalis (Tschudi and Eitzen Managers), Oslo: William J. Honan, III
107. In the Matter of the Arbitration between Laurel Shipping and Trading Corp., Owner, and JOC International B.V., Charterer SMA No. 986 (1975). Attorneys for Owner: William J. Honan III
108. In the Matter of the Arbitration Between LIL-MAUR-PAUL CORPORATION, Seller and C. AVRAMIDES MARITIME ENTERPRISES, S.A. and MARI SHIPPING CO. LTD., Buyers SMA No. 962 (1975). For Seller: William J. Honan III

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109. In the Matter of the Arbitration between KRISTIAN GERHARD JEBSEN SKIBS-REDERI, as Owners and GUANOS Y FERTILIZANTES DE MEXICO, S.A., as Charterers under Charter Party dated September 23, 1971 SMA No. 895 (1974). For Owners: William J. Honan III
110. In the matter of the Arbitration between MARIDOLO NAVIGATION, S.A. PANAMA, Owner and STERLING NAVIGATION CO. LTD., Charterer of the M/V ARISTILLOS SMA No. 861 (1974). For Owner: William J. Honan
111. In the Matter of the Arbitration between FERROSTAAL A.G., as Time Charterers of the M.V. EVER RELIANCE under an agreement dated October 24, 1972, and FIRST STEAMSHIP COMPANY LIMITED, as Owners of the M.V. EVER RELIANCE SMA No. 844 (1974). William J. Honan for Time Charterers
112. In the Matter of Arbitration Between AUGUST KJERLAND ET CO. A/S BERGEN, As Agent for the Owners of the M/S "FRO" And NORANDA SALES CORPORATION LTD. Toronto, Canada, Charterers Under Charter Party dated February 21, 1972 SMA No. 809 (1973). FOR OWNERS: William J. Honan III
113. In the Matter of the Arbitration Between ATLANTIC SHIPPING CO., LTD. as Disponent Owner of the M/V "EVIE G. CHIMPLES" and DEMAREST SHIPPING COMPANY LTDA. as Charterer SMA No. 780 (1973). For Owners: WILLIAM C. HONAN, III
114. In the Matter of the Arbitration between SAMYANG NAVIGATION CO., LTD., as Owners of the M.V. NEW STAR and LORENTZENS SKIBS A/S, as Charterers SMA No. 715 (1972). For Charterers: William J. Honan III
115. In the Matter of an Arbitration between REDERI A/B REX, Owners and SVEN ALEN A.B., Disponent Owners and MINERALS AND TRANSPORTATION LIMITED, Charterers M/V VENDELSON SMA No. 663 (1971). For Owners & Disponent Owners: William J. Honan III
116. In the Matter of the ARBITRATION between CONTAINER LINE N.V. Disponent Owners of M/V SONETTE and SULPHUR EXPORT CORPORATION Charterers. SMA No. 826 (1973). For Disponent Owners: William J. Honan, III

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Francesca Morris

Partner

New York

t: 212-513-3431

e: francesca.morris@hklaw.com

PRACTICES

Litigation

Bankruptcy and Creditors' Rights

International Litigation

Maritime

Casualty, Pollution and Salvage

Maritime & Logistics Contracts

Vessel Finance and Leasing,
Maritime Bankruptcies and
Workouts

EDUCATION

Fordham University School of Law, J.D.

University of Leeds (England),
B.A., Hons. English Literature
and History

BAR ADMISSIONS

New York

Francesca Morris practices in the area of litigation with emphasis on commercial litigation and bankruptcy. Ms. Morris has represented clients in a wide range of maritime matters, including collision litigation, limitation of liability claims, arrests and attachments of assets, including under Rule B, of the Supplemental Admiralty Rules, and in maritime lien disputes. She has advised and litigated in maritime and non-maritime bankruptcy matters. In commercial matters, Ms. Morris has represented clients in disputes over breaches of contract, the use of restraining orders, attachment of assets, and enforcement of foreign judgments and arbitration awards, and in contract disputes.

Ms. Morris has developed significant knowledge regarding the scope of a court's jurisdiction over maritime assets, having successfully argued the issue in the bankruptcy and district courts and the Second Circuit Appeals. Ms. Morris has tried cases and argued motions in federal court and is familiar with all phases of litigation, from pre-complaint investigations to appeals. In the maritime context, Ms. Morris has conducted post-claim investigations prior to and in preparation for litigation.

She has appeared pro bono representing victims of domestic violence, orders of protection and in marital and family law matters, such as child support disputes and divorce. In December 2003, Ms. Morris was awarded the John K. Geiger Award for commitment to justice by the not-for-profit Motion, Inc. for her pro bono work. Ms. Morris is a member of the Diversity Committee and is Chair of the New York Office Environment.

While at law school, Ms. Morris worked at a battered women's clinic tenants' rights organization, as well as spending a summer as an intern with State Supreme Court Justice Ira Gammerman.

Reported cases: *Otal Invs. Ltd. v. M.V. Clary*, 494 F.3d 40, 2007 U.S. App. LEXIS 16021 (2d Cir. 2007); *Mann Ferrostaal, Inc. v. M/V Vertigo*, 447 F.3d 1006, 2006 AMC 2187 (S.D.N.Y. 2006); *Otal Invs. Ltd. v. Capital Bank Pub. Co.*, 2006 AMC 106, 2006 U.S. Dist. LEXIS 5293 (S.D.N.Y. 2006); *Jam. Shipping Co. v. Orient Shipping Rotterdam, B.V. (In re Millenium Inc.)*, 458 F.3d 92 (2d Cir. 2006); *Universal Oil Ltd. v. Allfirst Bank (In re Seacarriers, Inc.)*, 419 F.3d 83 (2d Cir. 2005); *Assuranceforeninger v. Danske Afdeling v. Allfirst Bank (In re Millenium Seacarriers, Inc.)*, 753, 2004 U.S. App. LEXIS 8131 (2d Cir. 2004); *In re Otal Invs. Ltd. (In re Otal Invs. Ltd.)*, 2005 AMC 2461, 2005 U.S. Dist. LEXIS 10000 (S.D.N.Y. 2005).

311 (1st Dept. 2003).

PROFESSIONAL HONORS & AWARDS

- John K. Geiger Award for Commitment to Justice, inMotion, Inc., 2003

MEMBERSHIPS

- Maritime Law Association
- New York City Bar Association Admiralty Committee
- Women's International Shipping & Trading Association (WISTA)

COURT ADMISSIONS

- U.S. Appeals Courts, Second Circuit
- United States District Courts for the Southern and Eastern Districts of N
- All State Courts in New York

SPEAKING ENGAGEMENTS

- Seaworthiness Under U.S. Law and Securing Your Claim in the U.S. - R Joint Seminar: Norton Rose and Holland + Knight, Piraeus, Greece, Ma
- Security and Terrorism Risk, Client Seminar, Holland & Knight, October

PUBLISHED ARTICLES & BOOKS

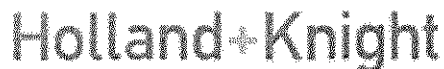
- "Maritime Attachment of Your Company's Money in New York," *China*, 1
- "The Pennsylvania Rule: No Longer the Rule," 32 *Tul. Mar. L.J.*, Deceml
- "Seaworthiness Under U.S. Law," December 2006
- "Securing Your Claim in the U.S. - The Net Widens," December 2006

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Michael J. "Mike" Frevola

Partner

New York

t: 212-513-3516

e: michael.frevola@hklaw.com

PRACTICES

Maritime

Casualty, Pollution and Salvage

Maritime & Logistics Contracts

Vessel Finance and Leasing,

Maritime Bankruptcies and
Workouts

International Litigation

Government Contracts

Alternative Dispute Resolution

EDUCATION

Hofstra University School of
Law, J.D., with distinction in all
subjects

Duke University, B.A., History

BAR ADMISSIONS

New Jersey

Florida

New York

Michael J. Frevola is a litigator specializing in the areas of admiralty and commercial litigation. He has tried cases, argued motions and has taken appeals before federal and state courts, has represented clients in federal and maritime and commercial arbitrations, and has conducted shipboard overseas investigations in support of maritime litigation and to perform due diligence.

In the admiralty and maritime field, Mr. Frevola focuses on Rule B maritime attachments and Rule C arrests, lien priority and maritime bankruptcy proceedings, charter party disputes, seamen's wage and penalty wage disputes, litigation. In the context of Rule B maritime attachments, Mr. Frevola has represented plaintiffs and defendants in numerous proceedings involving attachment of electronic funds transfers and has been published in the media multiple times internationally regarding Rule B maritime attachment priority/bankruptcy context, Mr. Frevola has represented lenders in maritime bankruptcies or workouts, including the Millenium Seacarriers bankruptcy proceedings. In the charter party context, Mr. Frevola has represented tanker owners and bulk carrier owners in disputes related to claims concerning deadfreight, demurrage, misdelivery, vessel underperformance, unseaworthiness and other breaches of charter parties. In the wage dispute context, Mr. Frevola has defended shipowners in crew wage class actions.

In the commercial litigation and arbitration fields, Mr. Frevola concentrates on real property foreclosures, predatory lending claims defense and judgment enforcement proceedings, commercial arbitrations concerning claimed breaches of contract, franchising agreements, and issues pertaining to First Amendment claims.

Prior to entering private practice, Mr. Frevola served as an officer in the United States Navy from 1988 to 1992 aboard the USS Santa Barbara (AE-36). While on the Santa Barbara, Mr. Frevola gained extensive experience in the areas of cargo operations, engineering, navigation, shiphandling, damage control and shipboard helicopter operations. He participated in numerous naval exercises, including operations "Desert Shield" and "Desert Storm."

Mr. Frevola served as the Managing Editor of Articles of the *Hofstra Law Journal* while attending Hofstra University School of Law.

REPRESENTATIVE ENGAGEMENTS

- Case List

MEMBERSHIPS

- Maritime Law Association
- ABA - Tort & Insurance Practice Section, Vice-Editor Newsletter

COURT ADMISSIONS

- U.S. Supreme Court
- U.S. Court of Appeals for the Second Circuit
- U.S. District Court for the Southern District of New York
- U.S. District Court for the Eastern District of New York
- U.S. District Court for New Jersey

SPEAKING ENGAGEMENTS

- Maritime Arrests and Attachments in the United States, Lloyd's Maritime Annual Comprehensive Guide to Ship Arrest 2006, December 5-6, 2006
- Maritime Arbitration Practice in New York, Maritime Law Association/Southern District of New York County Lawyers' Association Continuing Legal Education 2005
- Maritime Arrests and Attachments in the United States, Lloyd's Maritime Annual Comprehensive Guide to Ship Arrest 2007, November 26-27, 2007

PUBLISHED ARTICLES & BOOKS

- "The Future of Rule B Electronic Fund Transfer Attachments in New York," *Maritime Law Association Newsletter*, December 2006
- "Maritime Attachments Under the United States' Supplemental Admiralty Decision in Winter Storm Shipping," May 2006
- "Maritime Attachments in the United States Under Supplemental Rule B," *Maritime Law Association Newsletter*, Spring 2006
- "Supreme Court Upholds Public University's Mandatory Student Activities Fee," *Supreme Court Review*, Second Quarter 2000
- "Damn the Torpedoes, Full Speed Ahead: The Argument for Total Sex Inclusion in Armed Services," *University of Connecticut Law Review*, 28 Conn. L. Rev. 1, 1995
- "Maintenance: Ancient Seaman's Right or Collective Bargaining Issue?," *Law and Commerce*, 26 J. Mar. L. & Comm. 235, April 1995

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Reported Cases and Arbitration Awards Where Michael Frevola Was Counsel of Record

1. ULLISES SHIPPING CORP. v. FAL SHIPPING CO. 05 Civ. 9424 (SAS) (S.D.N.Y., January 20, 2006), 415 F. Supp. 2d 318; 2006 U.S. Dist. LEXIS 2283 For Defendants: Michael J. Frevola (representing shipowner and affiliated companies in seeking to vacate maritime attachment of shipowner's assets under Supplemental Rule B)
2. ASSURANCEFORENINGEN SKULD (GJENSIDIG)-DAN DANSKE AFDELING v. ALLFIRST BANK (IN RE MILLENIUM SEACARRIERS, INC.) Chapter 11, Case No. 02-10180 (CB) Jointly Administered 02 CV 7106 (RPP) Consolidated with 02 CV 7107 (LBS), 02 CV 7108 (DC), 02 CV 7534 (KMW), 02 CV 7537 (HB) (S.D.N.Y., July 9, 2003), 2003 U.S. Dist. LEXIS 11669 For Allfirst Bank and Wayland Investment Fund: Michael J. Frevola (defending secured creditor in penalty wage lien priority dispute with crew members of bankrupt shipowner)
3. LEISURE SHIPPING A/S v. PATRICIA SHIPPING LTD. 02 Civ. 3790 (TPG) (S.D.N.Y., July 1, 2002), 2002 U.S. Dist. LEXIS 11874 For LEISURE SHIPPING A/S, petitioner: Michael J. Frevola
4. CAMBRIDGE INT'L TRADING, INC. v. TIGRIS INT'L CORP. 99 Civ. 10245 (MBM) (S.D.N.Y., March 16, 2000), 2000 U.S. Dist. LEXIS 3193 MICHAEL J. FREVOLA for Petitioner.

American Maritime Cases

5. DANNEBROG REDERI AS, ET AL. v. M/Y TRUE DREAM, ET AL. 2005 AMC 2740 (S.D.Fla., November 2, 2005) Michael J. Frevola for Dannebrog (representing shipowner in summary judgment motion against cargo claimants for limitation of liability to \$500 package limitation)

Society of Maritime Arbitrator Award Decisions

6. In the Matter of the Arbitration between INTERCHEM 2000 LOGISTICS BV, as Charterer / INTERCHEM AMERICAS, INC., as Cargo Owner and SUFFOLK TANKERS CO., LTD., as Owner of the RACHEL B Under an amended ASBATANKVOY Form Charter Party dated December 18, 2000 S.M.A. No. 3920 (2006) For Suffolk Tankers Co., Inc.: Michael J. Frevola (representing shipowner in breach of voyage charter dispute related to vessel's failure to meet laycan)
7. In the Matter of the Arbitration between COMMUTER SHIPPING CORP. (formerly known as PENOBSCOT SHIPPING CORP.), Owner of the M/T COMMUTER and STEN A BULK AB, Charterer Under a Time-Charter dated July 15, 1997 S.M.A. No. 3890 (2005) For Stena Bulk AB: Michael J. Frevola (representing charterer in dispute relating to contaminated cargo)
8. In the Matter of the Arbitration between INTERCHEM 2000 LOGISTICS BV, as Charterer / INTERCHEM AMERICAS, INC., as Cargo Owner and SUFFOLK TANKERS CO., LTD., as Owner of the RACHEL B Under an amended ASBATANKVOY Form Charter Party dated December 18, 2000 S.M.A. No. 3889 (2005) For Suffolk Tankers Co., Inc.: Michael J. Frevola (representing shipowner in breach of voyage charter dispute related to vessel's failure to meet laycan)
9. In the Matter of the Arbitration between SMIT DOLPHIN SHIPPING, INC., as Owners of the VIKINGBANK and CONSTRUCCIONES MARITIMAS MEXICANA S.A. DE C.V., as Charterers S.M.A. No. 3829 (2004) For Smith Dolphin Shipping, Inc.: Michael J. Frevola (representing shipowner in dispute with charterer regarding payment of outstanding hire)

10. In the Matter of the Arbitration between SMIT DOLPHIN SHIPPING, INC., as Owners of the SMIT HUNTER and CONSTRUCCIONES MARITIMAS MEXICANA S.A. DE C.V., as Charterers S.M.A. No. 3830 (2004) For Smith Dolphin Shipping, Inc.: Michael J. Frevola (representing shipowner in dispute with charterer regarding payment of outstanding hire)
11. In the Matter of the Arbitration between George E. Warren Corporation, as Charterer, and Bona Shipholding Ltd., Bermuda, as Owner of the BONA FULMAR, Arising under an ASBATANKVOY Charter Party dated December 27, 1996 S.M.A. No. 3787 (2003) For Bona Shipholding Ltd., Bermuda: Michael J. Frevola (representing shipowner in dispute with charterer regarding cargo loss resulting from vessel collision)
12. In the Matter of the Arbitration between BORE LINE (SINGAPORE) PTE LTD., Owner of the M/V Seaboard Horizon and SEABOARD MARINE, INC., Charterer, Under a New York Produce Exchange Time Charter dated November 1, 1991 S.M.A. No. 3740 (2002) For Bore Line (Singapore) Pte Ltd.: Michael J. Frevola (representing shipowner in charter party dispute related to various issues including premature redelivery and breach of charters bunker quality clause)
13. In the Matter of the Arbitration between IVER SHIPS AS, as Owners of the ISARSTERN and PETREX (HOUSTON) INC., as Charterers Under an ASBATANKVOY Amended Voyage Charter dated May 29, 2000 S.M.A. No. 3662 (2001) For IVER SHIPS AS: Michael J. Frevola, Esq.
14. In the Matter of the Arbitration between AS Bulkhandling, as Owner of the SEAHORSE GAMMA and Unitec Universal Inc., as Charterer S.M.A. No. 3649 (2000) For AS Bulkhandling: Michael J. Frevola
15. In the Matter of the Arbitration between UNICOSTA SHIPPING N.V., as Owners of the UNICOSTA and MALTERIAS UNIDAS, S.A., as Charterers under a "CONLINEBOOKING" Liner Booking Note dated May 6, 1998 S.M.A. No. 3530 (1999) For Unicosta Shipping N.V.: Michael J. Frevola
16. In the Matter of the Arbitration between BERGESEN D.Y. HANDYGAS A/S, as Disponent Owner of the LPG/C HAVBRIS and MONTPELIER TRADING INC., as Charterer S.M.A. No. 3503 (1999) For Bergesen D.Y. Handygas A/S: Michael J. Frevola
17. In the Matter of the Arbitration between ARMADA BULK CARRIERS LTD., Owner and KREMIKOV TZI IRON AND STEEL WORKS, A/D, Charterer Pursuant to a Contract of Affreightment dated December 22, 1995 S.M.A. No. 3488 (1998) For Armada Bulk Carriers Ltd.: Michael J. Frevola
18. In the Matter of the Arbitration between BERGESEN D.Y. ASA, Owner of the M/T BERGE BRAGD and BAYOIL S.A., Nassau, Bahamas, Charterer Under an ASBATANKVOY Charter Party dated January 9, 1997 S.M.A. No. 3478 (1998) For Bergesen D.Y. ASA: Michael J. Frevola (representing shipowner in defense of charterer's claim for consequential damages arising from late arrival at delivery port)
19. In the Matter of the Arbitration between C.H. SORENSEN & SONNER A/S, Owner/Claimant and INTERSHIPPING MONACO, Charterer/Respondent, under a NYPE Timecharter Party dated July 26, 1996 S.M.A. No. 3442 (1998) For Owner/Claimant: Michael J. Frevola

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Lissa D. Schaupp

Associate

PRACTICES

Maritime

Intermodal and Terminals

Maritime & Logistics Contracts

Casualty, Pollution and Salvage

EDUCATION

Fordham University School of
Law, J.D.

Columbia University, B.S.,
magna cum laude,
Anthropology and Philosophy

BAR ADMISSIONS

New York

New York

t: 212-513-3588

e: lissa.schaupp@hklaw.com

Lissa Schaupp practices in the area of maritime and shipping, focusing on international law, transport law, maritime collisions, maritime contracts and commercial litigation.

While in law school, Ms. Schaupp spent a summer as an intern for Judge J. Gammeterman of the New York Supreme Court, Commercial Division.

Prior to her legal studies, Ms. Schaupp gained maritime experience through boatbuilding and offshore sailing. In 1991 she attended the Northwest Wooden Boatbuilding in Port Townsend, Washington where she studied boat lofting, traditional wooden boat construction and repair.

MEMBERSHIPS

- Phi Beta Kappa
- International Law Journal (while attending Fordham School of Law), Member

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